

*Suzanne Henderson*

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**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**AMENDMENT TO OIL, GAS AND MINERAL LEASE**

STATE OF TEXAS                   §  
   §  
COUNTY OF TARRANT       §

KNOW ALL MEN BY THESE PRESENTS:

This Amendment to Oil, Gas and Mineral Lease ("Amendment") is made by and between ARLINGTON OWNER CORP., a DELAWARE CORPORATION ("Lessor"), and, CARRIZO OIL & GAS, INC. ("Carrizo"), a DELAWARE CORPORATION, whose address is 1000 Louisiana St., Suite 1500, Houston, TX 77002 and MARSH OPERATING COMPANY ("Marsh"), a TEXAS CORPORATION, whose address is 300 Crescent Court, Suite 900, Dallas, TX 75201, to be effective as of August 22, 2007 (the "Effective Date") for the purposes and considerations hereinafter set forth.

**Recitals**

Reference is made to the following:

A. Lessor executed and delivered to Scout Energy that certain Oil, Gas and Mineral Lease (the "Lease") dated August 22, 2007 recorded as Document Number D208041332, Official Records, Tarrant County, Texas.

B. Marsh and Carrizo are the successors in interest to Scout Energy in and to the Lease, with Carrizo owning an undivided 75% of the original lessee's rights and Marsh owning an undivided 25% of the original lessee's rights in and to the Lease (Carrizo and Marsh are collectively "Lessee").

C. The land described in the Lease includes a tract that was conveyed by Lessor to Industrial Owner Corp., and is covered by a separate lease from Industrial Owner Corp. to Lessee.

D. Lessor and Lessee wish to enter into this Amendment to clarify that the Lease covers only the land owned by Lessor and not the land owned by Industrial Owner Corp.

**NOW THEREFORE**, for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. The Lease is hereby amended to delete the following land from the description of the land covered by the Lease (with the land remaining in the land description of the Lease being referred to as the "Leased Premises"):

**1.8599 acres of land, more or less, in the J. M. Henderson Survey, Abstract 696, Tarrant County, Texas, consisting of the following two (2) tracts:**

**FIRST TRACT: 0.151 acres of land, more or less, in the J. M. Henderson Survey, Abstract 696, Tarrant County, Texas, being Lot 26-B of the J.M. Henderson Addition, as shown by the plat of said subdivision, recorded in Volume 388-187, Page 54 of the Plat Records of Tarrant County, Texas, and being more particularly**

described as "TRACT THREE" in that certain deed dated December 28, 2006, from Arlington Owner Corp. to, Industrial Owner Corp recorded in Instrument D207020472 of the Deed Records of Tarrant County, Texas to which reference is herein made for a more complete description, and;

**SECOND TRACT:** 1.7089 acres of land, more or less, in the J. M. Henderson Survey, Abstract 696, Tarrant County, Texas, being more particularly described as "TRACT FOUR" in that certain deed dated December 28, 2006, from Arlington Owner Corp. to, Industrial Owner Corp recorded in Instrument D207020472 of the Deed Records of Tarrant County, Texas to which reference is herein made for a more complete description.

2. Lessor hereby leases, lets and grants the Leased Premises to Lessee on the terms and conditions of the Lease. The term "Leased Premises" as used in the Lease shall have the meaning given to it in this Amendment.



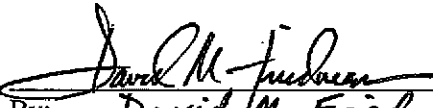
3. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Lease, the terms and conditions of this Amendment shall prevail as to the extent of such conflict. By executing this Amendment, the parties hereto agree that, as amended hereby, the Lease is in full force and effect, and ratify the Lease as to all of its terms including those contained herein.

4. The Lease, as amended herein, shall be binding upon Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

5. This Amendment may be signed in any number of counterparts, each of which shall be considered an original for all purposes, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK/  
SIGNATURES ON FOLLOWING PAGE(S)]

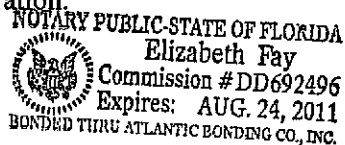
EXECUTED THIS 30<sup>th</sup> DAY OF SEPTEMBER, 2008, BUT EFFECTIVE FOR ALL PURPOSES AS OF THE EFFECTIVE DATE.

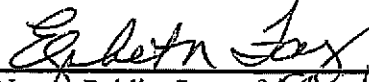
<b>LESSOR:</b>  ARLINGTON OWNER CORP., a Delaware Corporation   By: John Carter Its: Vice-President	<b>LESSEE:</b>  MARSH OPERATING COMPANY   By: Steve Drake Its: Senior Vice President   CARRIZO OIL & GAS, INC.   By: <u>David M. Friedman</u> Name: _____ Title: <u>Agent</u>
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**ACKNOWLEDGMENTS**

STATE OF Florida §  
COUNTY OF Hillsborough §

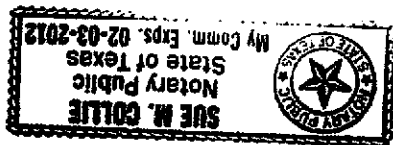
This instrument was acknowledged before me on this the 30<sup>th</sup> day of September, 2008, by JOHN CARTER, in his capacity as VICE PRESIDENT of ARLINGTON OWNER CORP., a Delaware corporation.




  
Notary Public, State of Florida  
My Commission Expires: 8/24/11

STATE OF TEXAS §  
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 22nd day of October, 2008, by STEVE DRAKE, in his capacity as Senior Vice President of MARSH OPERATING COMPANY, a Texas corporation.




  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF DALLAS

§  
§

This instrument was acknowledged before me on this the 27th day of October, 2008, by David M. Friedman, in his capacity as Agent of CARRIZO OIL & GAS, INC., a Delaware corporation.



  
Notary Public, State of Texas  
My Commission Expires: